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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

GARY J. CROCHET,

Plaintiff,

vs.

CROWLEY MARINE SERVICES, INC.

Defendant.

Case No. 3:05-cv-0288-TMB

JOINT STATUS REPORT

Pursuant to the court's order of May 9, 2006, the parties wish to provide the following status report.

A. Nature of Case

1. Lead Attorneys

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2. Basis for Federal Jurisdiction

Admiralty law

3. Nature of the Claims Asserted in the Complaint and Any

Counterclaims

Plaintiff has brought claims for personal injuries under the Jones Act and for unseaworthiness. Plaintiff has also claimed for maintenance, cure and lost wages based on his status as a seaman. Plaintiff has also brought a claim for wrongful discharge from his employment with defendant. There are no counterclaims yet.

4. Name of Parties Not Served

None

5. Principal Legal and Factual Issues

PLAINTIFF:

a. Defendant's negligence was direct and proximately the cause of plaintiff's injury on 10/27/04 onboard the Barge 450-1.

b. Defendant failed to provide safe and seaworthy conditions aboard Barge 450-1. The unseaworthy condition was the direct and proximate cause of plaintiff's injury on 10/27/04.

c. Defendant is strictly liable to plaintiff for the injuries resulting from the unseaworthy condition(s) that existed aboard Barge 450-1 on 10/27/04.

d. Plaintiff suffered severe and permanent damage as a result of the 10/27/04 injury aboard Barge 450-1.

e. Defendant has failed to pay voyage continuation wages to which

1 plaintiff continues to be entitled.

2 f. Defendant's refusal to pay continuance wages is wanton,
3 outrageous, and retaliatory conduct.

4 g. Other issues may arise and be presented following completion of
5 discovery. Plaintiff reserves the right to raise other issues.

6 DEFENDANT:

7 a. Whether plaintiff's claim for wrongful termination is barred as
8 has been briefed to the court in defendant's motion for summary judgment seeking
9 dismissal of plaintiff's claims for wrongful termination.

10 b. Is plaintiff entitled to recovery of unearned wages, since
11 plaintiff was terminated for cause while he was working for defendant and fit for duty.

12 c. Since plaintiff was primarily responsible for the safety of the
13 area in question, is he barred from any recovery?

14 d. Was plaintiff injured as he alleges in his complaint?

15 e. Was defendant negligent as alleged by plaintiff in his
16 complaint?

17 f. Was the negligence of defendant, if any, the proximate cause of
18 plaintiff's alleged injury?

19 g. Was the vessel unseaworthy as alleged in plaintiff's complaint?

20 h. Was any unseaworthy condition the proximate cause of
21 plaintiff's injury, if any?

22 i. What are plaintiff's damages, if any, caused by alleged
23 negligence or unseaworthiness as alleged in plaintiff's complaint?

24 j. Were plaintiff's injuries caused or contributed to by his own
25 fault, intentional actions or negligence?

26 k. Were plaintiff's alleged injuries caused by or contributed to by
27 actions or negligence of others over whom defendant had no duty or control?

28 l. Has plaintiff failed to mitigate his damages, if any?

1 m. Were plaintiff's injuries, if any, the result of a superseding
2 cause for which defendant is not liable?

3 n. Was plaintiff's discharge by defendant wrongful?

4 o. Were defendant's actions in terminating plaintiff taken in good
5 faith, with honesty of purpose, and not maliciously, and were defendant's actions job
6 related and consistent with business necessity?

7 p. Whether plaintiff is barred from asserting claims or causes of
8 action by virtue of the doctrines of unclean hands and *in pari delicto*.

9 q. Whether plaintiff's claims relating to his discharge are
10 preempted by federal labor law, and specifically §301 of the Labor Management and
11 Relations Act (29 USC §185(a)).

12 r. Are plaintiff's claims relating to his discharge barred by
13 operation of the six month statute of limitation applicable to such claims?

14 B. Discovery

15 1. Brief Description of Completed Discovery and Any Remaining
16 Discovery

17 The parties have made their initial disclosures and engaged in
18 written discovery. Defendant has taken plaintiff's deposition. Defendant anticipates
19 taking additional depositions of approximately 10 fact witnesses. Plaintiff anticipates
20 taking depositions of ____ witnesses. The parties may also engage in additional written
21 discovery.

22 2. Brief Description of Any Pending Motions and Anticipated Motions.

23 Defendant has filed a motion for partial summary judgment on the
24 issue of whether plaintiff's claim for wrongful termination is barred by a six-month
25 statute of limitations applicable under Federal Labor Law.

26 3. Brief Description of Previously Entered Rulings on Substantive
27 Issues.

28 There have been none to date.

1 4. Any Previously Filed Status Reports

2 The parties have filed a scheduling and planning conference report
3 dated February 28, 2006.

4 C. Trial

5 The parties anticipate trial of this matter taking approximately 8 days.
6 Trial will be to the court.

7 D. Settlement

8 1. Status of Any Settlement Discussions and Whether the Parties
9 Request a Settlement Conference.

10 The parties have not had any settlement discussions, and a
11 settlement conference is not requested at this time.

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15 By: 
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